

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES**

INVITATION FOR BIDS

FOR LEASE

State-Owned Real Property Capital City Airport Division

**Hanger # 402
Aircraft Repair/Maintenance
Capital City Airport
Frankfort, Kentucky**

Invitation No: 12272017

Bid Opens: Wednesday, December 27, 2017, 11 a.m. EST

INSTRUCTIONS TO BIDDERS

(1) Bid must be submitted on the "Form of Proposal" included within and made part of this Invitation, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, not later than the specified "bid opening" time and date.

(2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.

(3) Bidders are invited to attend public bid openings.

(4) For further information, please contact Wendell Harris, State Properties Branch, Division of Real Properties, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, PH: (502) 564-9831 or David Gauss, Manager, Capital City Airport Division, PH: (502) 564-0099.

NOTICE TO BIDDERS: If you plan to attend the bid opening and have a disability that requires accommodations by the Division of Real Properties, please contact our office by Tue. Dec. 26 so that reasonable arrangements can be made.

GENERAL TERMS AND CONDITIONS

INVITATION TO BID

AIRCRAFT REPAIR/MAINTENANCE CAPITAL CITY AIRPORT FRANKFORT, KENTUCKY

SECTION I

Scope of Contract

At the request of the Capital City Airport Division hereinafter referred to as the "Commonwealth", the Division of Real Properties issues this Invitation for Bid on:

All of hanger #402 at Capital City Airport hereinafter referred to as the "Airport" (Installation No. 30389, Building No. S037-683C), located in Frankfort, Kentucky. The Commonwealth desires to lease the hanger to provide maintenance facilities and service for transient and local aircraft.

The Bidder shall not permit the leased premises or the airport facility to be used for any illegal or immoral purpose or permit waste or nuisance thereon.

Bids submitted shall be for a stated monetary sum, which the Bidder will pay to the Commonwealth to rent per month the building.

SECTION II

Lease Period

The Lease Agreement established from this Sealed Bid will be effective upon the date of execution of the resulting Lease Agreement by the Finance and Administration Cabinet and end one year later with an option to renew for four (4) additional one (1) year lease periods, upon written mutual consent of the Commonwealth and the Bidder.

The Bidder's occupancy and use of the leased premises are subject to, and the Bidder shall comply with all applicable State and Federal statutes, rules and regulations.

SECTION III

Basis of Bid Quotations

Bids quoted in response to this Invitation shall remain firm for the initial one (1) year lease period of the resulting Lease Agreement. However, at the end of each lease period and prior to any renewal of the resulting Lease, the Commonwealth shall review the current monetary consideration given by the Bidder and shall determine whether there is a need to increase the

rental consideration paid by the Bidder. If the parties agree on a rental increase, then the Lease Agreement shall be amended to reflect the change.

NOTE: Minimum bid that will be accepted is \$2,100.00 per month.

SECTION IV Site Visit

Bidders are required to inspect the site where services are to be performed to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Lease; to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the lease. Bids will not be accepted from those Bidders who do not visit and inspect the site. The airport manager or his representative will keep a listing of people that have visited the site, and the Division of Real Properties will be notified of the names of the listing prior to the bid opening.

NOTE: FOR FURTHER INFORMATION CONCERNING EQUIPMENT FURNISHED AND ACCESS TO THE SITE, PLEASE CONTACT DAVID GAUSS, AIRPORT MANAGER, CAPITAL CITY AIRPORT, AT PHONE NUMBER 502/564-0099.

SECTION V Method of Award

The resulting Agreement will be awarded for the lease of hanger #402 on a highest bid amount to the responsible, responsive Bidder whose offer conforming to this Invitation for Bid will be most advantageous to the Commonwealth. The Division of Real Properties reserves the right to reject any and all bids and to waive technicalities.

SECTION VI Experience

Bidders are instructed to furnish with the bid proposal a brief, but explicit account of Bidder's and proposed employees' past experience in the field of aeronautics as it relates to flying, and maintenance/repair of aircraft.

SECTION VII Performance

The Bidder will be expected to provide a first class quality aircraft maintenance operation and other such services as are of the highest quality commensurate with prevailing industry standards. The Bidder agrees to comply with such standards of quality as may from time to time be adopted by the airport.

The Bidder shall comply with all provisions of the Americans with Disabilities Act as it relates to the Bidder's operation.

The Bidder agrees to perform its duties, obligations and promises set forth in the resulting Agreement in a professional business-like manner and in strict accordance with all applicable Federal, State and local laws, rules, ordinances and regulations.

It is specifically understood and agreed that nothing herein contained should be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

The resulting Lease shall be subordinate to the provisions of any existing or future agreement, law, rule or regulation applicable to the relationship between the Commonwealth and the United States, the Federal Aviation Administration and any other federal, state or local authority having jurisdiction.

SECTION VIII Leased Structure and Expected Services

The structure to be leased is known as hanger #402 containing 7,742 net square feet of space.

The leased structure shall be utilized for the coordination and operation of, at a minimum, the following services:

1. The contract maintenance and/or repair of local and transient aircraft at the Capital City Airport.
2. The Bidder shall furnish at his sole expense necessary properly trained personnel and equipment required to conduct the above services.
3. The Bidder shall be responsible for any cleanup, including environmental, resulting from any violation of state, federal and local laws. The parties hereto agree that the provision requiring cleanup, including environmental, shall survive the expiration, cancellation or termination of the resulting Lease Agreement.

SECTION IX Rental Payments

The monthly rental payment shall become due and payable at the airport's business office on the first day of each month of the Bidder's occupancy and use of the premises, in advance of said Bidder's occupancy and use of same. If monthly payment(s) are made by using credit card(s), bidder(s) will be subject to fifty dollars (\$50.00) processing fee for each charge.

SECTION X Equipment

The Bidder shall, at its sole expense, maintain all fixture connections within the premises and keep all lines between fixtures and basic systems free from obstruction and free from damage resulting from the Bidder's operations.

The Bidder shall at its sole expense, be responsible for maintaining and making repairs to the Bidder's equipment.'

The Capital City Airport Division shall be responsible for maintaining and making structural repairs to the demised premises, except in the case of damage arising from the negligent or willful acts of the Bidder and the Bidder's agents or employees. Those repairs required as a result of the negligent or willful acts of the Bidder, its agents and employees will be made by the Bidder, at the expense of the Bidder. The Capital City Airport Division shall also be responsible for maintaining and repairing all existing internal systems, including but not limited to, the existing plumbing, electrical and HVAC systems. However, the Capital City Airport Division will not be responsible for maintaining or repairing any renovations or alterations which may be agreed upon under Section XII, "Renovation/Alteration of Leased Premises". Furthermore, the Commonwealth shall not be responsible for maintaining or repairing those improvements, structures and additions erected and made by the Bidder which relate solely to the operation of hanger #2.

Garbage and trash collection for the premises shall be the responsibility of the Bidder. The Bidder shall store all trash, refuse and garbage in leak-proof garbage containers, which the Bidder shall install and keep in repair at the Bidder's sole expense. The Commonwealth is responsible for disposal of trash and garbage collected by the Bidder. The Bidder shall further be responsible for the general cleanliness and orderliness of the interior and exterior of the leased premises.

The Bidder shall keep the premises free from all vermin, rats and roaches (utilizing pest control services acceptable to the Capital City Airport Division) and shall, at its sole expense, furnish all necessary janitorial services to keep the premises clean.

SECTION XI Maintenance

The Capital City Airport Division will maintain the airport runway; to remove snow and ice from said runway and the ramp area as reasonably required; to maintain and keep the Administration Building/airport terminal in repair; and to be responsible for mowing grass on the airport property.

SECTION XII

Renovation/Alteration of Leased Premises

The Bidder may, with prior written consent of the Capital City Airport Division, renovate or alter the leased premises, erect structures and install equipment in or upon the leased premises at the Bidder's sole expense. Such improvements, structures and equipment so placed in or upon or attached to said premises shall remain the property of the Commonwealth unless such improvements, structures and equipment can be removed without substantial damage to the Commonwealth's property, and such removal can be completed prior to any termination, cancellation or expiration of the resulting Lease. Upon the removal of said improvements, structures and equipment, or any portion thereof, the Bidder shall promptly repair any damage to the leased premises resulting from the installation or removal of same. Structures and equipment not removed from the premises at the termination, cancellation or expiration of the resulting Lease shall become the property of the Commonwealth, which may, at its sole discretion, assess the Bidder the costs of removal or repair incurred by said Commonwealth as a result of the Bidder's failure, howsoever caused, to effect the removal or repair required herein. All structures and equipment of the Bidder placed in or upon or attached to the premises shall be so placed or attached at the sole risk of said Bidder.

Prior to Bidder initiating any renovation or alteration to the leased premises, such renovation or alteration must be approved in writing by the Capital City Airport Division, and Department of Facilities and Support Services.

The Bidder shall not hang any sign, bunting or other advertising or decorative materials on the premises, or employ loudspeakers, phonographs or radio broadcasts either indoors or outdoors, without the prior written consent of the Capital City Airport Division. All advertising of any kind by the Bidder shall be subject to the advance written approval of the Capital City Airport Division in its sole discretion.

The Bidder shall comply with all standards set by the State Fire Marshal's Office and the Kentucky Occupational Safety and Health Standards Board.

Nothing in this Agreement shall in any way be deemed or construed as constituting an order or request by the Commonwealth, expressed or implied, to any contractor, subcontractor, supplier, materialman or laborer for the performance of any labor or the furnishing of any materials for the construction of any improvements on, alteration to, or other improvements of the leased premises; nor as giving the Bidder any right, power or authority to contract for or permit the rendering of any services or furnishing of any materials that would give rise to the filing of any mechanic liens against the Commonwealth's property or the Bidder's leasehold interest in said property.

The Bidder shall not suffer or permit any mechanic's or materialman's lien to be filed against the Commonwealth's property or the Bidder's leasehold interest in the leased premises by reason of work, labor, services or materials supplied to or claimed to be supplied to the Bidder. If a mechanic's or materialman's lien shall be filed against the leased premises at any time, the Bidder

shall immediately notify the Commonwealth in writing of such lien and shall cause the same to be discharged within thirty (30) days after the notice of filing thereof by payment, deposit, bond or Order of Court of competent jurisdiction or otherwise. If the Bidder, in good faith, disputes the validity or correctness of any such lien, then the Bidder shall immediately notify the Commonwealth in writing of such dispute and may refrain from paying or causing the same to be discharged of record, but they shall diligently proceed to initiate and conduct appropriate proceedings, at the Bidder's sole expense, to determine the correctness or validity of such lien. The Bidder shall not be deemed to be in default under resulting Agreement while such proceedings or litigation are being conducted in good faith by them. However, if the Bidder fails to cause any such lien to be discharged within the period aforesaid or fails to contest the same as provided above, the Bidder shall be deemed to be in default of the resulting Agreement, which shall be a basis for termination of said Agreement under Section XVII.

SECTION XIII Bidder Provided Improvements

The Bidder may, with prior written consent of the Capital City Airport Division, renovate or alter the leased premises, erect structures and install equipment in or upon the leased premises at the Bidder's sole expense. Such improvements, structures and equipment so placed in or upon or attached to said premises shall remain the property of the Commonwealth unless such improvements, structures and equipment can be removed without substantial damage to the Commonwealth's property, and such removal can be completed prior to any termination, cancellation or expiration of the resulting Lease. Upon the removal of said improvements, structures and equipment, or any portion thereof, the Bidder shall promptly repair any damage to the leased premises resulting from the installation or removal of same. Structures and equipment not removed from the premises at the termination, cancellation or expiration of the resulting Lease shall become the property of the Commonwealth, which may, at its sole discretion, assess the Bidder the costs of removal or repair incurred by said Commonwealth as a result of the Bidder's failure, howsoever caused, to effect the removal or repair required herein. All structures and equipment of the Bidder placed in or upon or attached to the premises shall be so placed or attached at the sole risk of said Bidder.

Prior to Bidder initiating any renovation or alteration to the leased premises, such renovation or alteration must be approved in writing by the Capital City Airport Division, Department of Facilities and Support Services, the Finance and Administration Cabinet, and Division of Engineering.

SECTION XIV Utilities, Telephone, Maintenance and Garbage Collection

Utility services shall be provided through the existing distribution system and facilities of the airport. The Bidder shall provide and pay the expense of all utilities for the leased premises, including but not limited to, all charges and assessments for telephone service electric, heat, and debris removal.

SECTION XV Cancellation Clause

Either party may terminate the resulting Lease by giving notice to the other party, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date of such termination. Time to be computed from date of mailing notice.

SECTION XVI Termination for Default

If at any time during the period in which the resulting Agreement is in effect, the Bidder, in the opinion of the Commonwealth, defaults on any obligation incurred hereunder, including the payment of rent and utilities, then the Agreement shall be subject to termination by the Commonwealth, with no right of recourse remaining with the Bidder. All rights and benefits conferred within the resulting Lease shall be deemed forfeited, and the Bidder shall quietly surrender possession of the demised property to the Commonwealth, provided, however, that before any termination shall occur for a default, the Bidder shall be given written notice and be allowed thirty (30) days from receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the Agreement shall remain in full force and effect.

SECTION XVII Liability Insurance

The Bidder shall indemnify and save the Commonwealth harmless from any and all claims, demands, damages, actions, costs, including attorney's fees, and charges to which the Bidder may be subject or which said Commonwealth may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with the character or use of the structures, premises or any means of ingress thereto or egress therefrom described herein. The Bidder shall, at its sole expense, assume the defense of any such claims and actions for damages arising out of such injuries or losses which may be brought against the Commonwealth by third persons; and shall pay judgments which may be rendered in any such actions. Bidder shall carry and maintain public liability insurance, during the term of the resulting Agreement, in the minimum amounts of \$500,000.00 per person and an aggregate of \$1,000,000.00 per accident for personal injury, \$100,000.00 property damage, and hangar keeper's liability insurance in the amount of \$300,000.00. Said insurance shall name the Commonwealth as an additional insured and shall contain a non-cancellation clause notifying the Commonwealth at least thirty (30) days in advance of any proposed cancellation. Copies of all insurance policies shall be submitted to the Capital City Airport Division, Department of Facilities and Support Services, and Capital City Airport, Frankfort, Kentucky 40601, annually for review and approval.

The Bidder shall be responsible for obtaining insurance coverage for all damages, which may be incurred by the contents of the structure, including any inventory owned by the Bidder. Said insurance shall be obtained from a reputable insurance company authorized to do business in the

Commonwealth of Kentucky. This coverage shall protect all personal property, including but not limited to, supplies, inventory and equipment related to the Bidder's operation of its business.

The Bidder shall be responsible for annually furnishing the Capital City Airport Division with a copy of the certificate of renewal for the required insurance policies. It is specifically understood and agreed that Bidder is to maintain sufficient hangar keeper's liability and property damage insurance to cover any potential loss to aircraft being repaired/serviced on the leased premises, or alternatively, to procure and provide copies to the Commonwealth of valid and enforceable waivers of liability in favor of Bidder and the Commonwealth of Kentucky for aircraft being repaired.

SECTION XVIII Rules and Regulations

The Bidder shall abide by all municipal, county, state and federal laws, ordinances, rules and regulations of the Capital City Airport Division as in effect from time to time (to the extent that rules and regulations are not inconsistent with the terms of the Lease Agreement), Federal Aviation Administration, and any other regulatory agency. The Bidder shall also obtain all necessary and proper licenses, permits, authorizations or certificates. The Bidder agrees that should its operation be shut down for its willful or negligent failure to comply with the requirements of the Federal Aviation Administration, the Bidder shall be in default of the Lease Agreement, and same Agreement will be terminated under Section XVI.

The Bidder shall be held to be an independent contractor and all persons employed by it in the exercise of the rights granted hereunder shall be its employees, servants and agents only. The Bidder shall be responsible for complying with the workers compensation statutes and other applicable statutes and regulations relating to its operation.

The Bidder agrees to conform to all laws and applicable regulations prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability.

All ad valorem taxes, which may be lawfully imposed, by the Commonwealth of Kentucky and its political subdivisions upon the structures and equipment of the Bidder in or upon the premises shall be paid promptly by the Bidder.

SECTION XIX
Assignment, Sublease

Only one individual, company or corporation shall be allowed to operate under the resulting Lease Agreement at the airport.

The Bidder shall not voluntarily, involuntarily or by operation of law assign, sublet, transfer the resulting Agreement or any interest established herein, or mortgage or otherwise encumber all or any part of the premises to any other person, partnership, corporation or other entity without first obtaining in each and every instance the Capital City Airport Division and the Finance and Administration Cabinet's prior written consent, and any attempt to assign, sublet, transfer the resulting Agreement or any interest established herein, or mortgage or otherwise encumber all or any part of the premises without such consent shall be void. If an assignment of the Lease is made with the consent of the Capital City Airport Division and the Finance and Administration Cabinet, then the Bidder shall not be relieved from the payment of all rent according to the terms hereof or for the performance of all other terms, covenants and conditions of the Lease. If the Bidder is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of, or power to vote the majority of its outstanding voting stock shall constitute an assignment for the purpose of this Paragraph. If the Finance and Administration Cabinet once give consent, such consent shall not operate as a waiver of the necessity for obtaining Finance's consent to any subsequent assignment or subletting. No assignment will be effective or binding against the Commonwealth until the assignee executes an amendment reflecting such assignment.

SECTION XX
Holdover

In the event the Bidder remains in possession of the leased premises after the expiration date of the resulting Lease Agreement, and without execution of a new Lease or Lease Renewal Addendum, the Bidder, at the option of the Commonwealth, shall be deemed to be occupying the leased premises as a Lessee from month-to-month, subject to all of the conditions, provisions and obligations of the Lease Agreement insofar as the same are applicable to a month-to-month lease.

SECTION XXI
Responsibility for Repairs or Reconstruction in the Event of Fire or Other Casualty

- (a) If the demised premises shall, without fault of the Bidder, (see (b) below) be destroyed by fire or other casualty, or be damaged as to become wholly or partially untenable, the Commonwealth may, by written notice delivered to the Bidder within thirty (30) days after such destruction or damage, elect to rebuild or repair the premises within a reasonable time after election, returning the premises to a structurally sound and tenantable condition. For that purpose, the Commonwealth may enter the premises, and rent shall abate during the time the premises are untenable. If the Commonwealth does not elect as previously mentioned to rebuild or repair, then the Commonwealth shall have

possession of the demised premises, and the Bidder shall deliver and surrender to the Commonwealth such possession. At that time, the Lease Agreement shall become void and lease term created shall end. On such delivery and surrender being made, or on the recovery of the premises by the Commonwealth, but not before such time, the obligation to pay rent shall cease. However, all rent due prior to the fire or other casualty shall be prorated up to the time of such casualty.

- (b) The Bidder shall be responsible to the Commonwealth for all damages to the leased premises caused by fire or other casualty, which is the result of the Bidder's negligent use of the leased premises or willful misconduct.

SECTION XXII Amendment of Resulting Lease Agreement

It is agreed by the parties to the resulting Lease Agreement that all prior negotiations have been merged into said resulting Agreement which may not be modified, altered or amended, except by an "Amendment to Lease Agreement", executed by all parties to the resulting Agreement.

SECTION XXIII Choice of Law Provision

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of the resulting Lease Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto further agree that any legal action which is brought on the basis of said Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

SECTION XXIV Commonwealth's Right to Premises

The Commonwealth and its agents, employees and designated representatives shall be permitted to enter the premises at any and all times for the purpose of inspecting or maintaining such premises and equipment, and doing any and all things which the Commonwealth is obligated to do or which may be deemed necessary or desirable.

SECTION XXV Non-Discrimination

The Bidder, in providing repair/maintenance services to the general aviation public, shall furnish such services on a fair, equal and not unjustly discriminatory basis to all users and/or purchasers thereof.

The Bidder agrees that it will not, in connection with its operations on the airport premises, discriminate against any person or class of persons by reason of race, color, creed or national origin.

SECTION XXVI
Vehicle Parking

Bidder will have five (5) parking spaces assign to the Airport property for the purpose as stated herein under Section VIII. No person shall make any repairs to motor vehicles anywhere on the Airport property except minor repairs necessary to remove such motor vehicles from the Airport property.

FORM OF PROPOSAL (SEALED BID)

TO: Finance and Administration Cabinet
Department for Facilities and Support Services
Division of Real Properties
Bush Building
403 Wapping Street
Frankfort, Kentucky 40601-2607

INVITATION NO: 12272017

BID OPENING: Dec. 27, 2017

AT: 11 a. m. EST

I propose to pay the Commonwealth of Kentucky \$_____ per year for the lease of hangar #402, for aircraft repair and maintenance purposes.

Note: The minimum amount to bid is \$2,100.00 per month.

Prices quoted in this bid package shall remain firm for the initial period of the resulting lease. After this time, prices are subject to revision, which may be either increases or decreases. Said revisions may be requested in writing. The requesting party must furnish documented evidence substantiating the validity of the request. The party to whom the request is presented must notify or satisfactory supporting documentation whichever occur later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the leases without prejudice. Provided, however, that the Bidder must continue service, at the bid-specified price, until a new lease can be established (usually about 60 days).

AUTHENTICATION OF BID AND AFFIDAVIT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the Bidder (if the Bidder is an individual), a partner (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation No. 12272017 have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other lessee of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to 45A.340, 45A.990, 45A.164.390 or KRS 11A.040 of the Executive Branch Code of Ethics; and,
5. That I have fully informed myself regarding the accuracy of the statements made above.

NOTICE

1. Any agreement or collusion among Bidders or prospective Bidders, which restrains, tends to restrain or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000), imprisonment for not less than one (1) year, nor more than five (5) years, or both such fine and imprisonment. Any firm, corporation or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars (\$10,000), nor more than twenty thousand dollars (\$20,000).

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.050 to the campaign of the gubernational candidate elected in the election last preceding the date of contract award.
 - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
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- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Phone and/or Cell _____

Email _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____